

Dispatch 919.524.2094

Fax 919.249.1373

SAS TRANSPORT, LLC

PO Box 1633
Pittsboro, NC 27312



aescott@haulinsas.com

ANTHONY E. SCOTT
OWNER

USDOT #2001150
ICC MC #706559

CARRIER PROFILE/INFORMATION

SAS Transport, LLC

EIN/FID #: 27-2012637

US DOT # 2001150

MC # 706559

Mailing Address: PO Box 1633
Pittsboro, NC 27312

Physical Address: 118 OR 129 Siler Crossing
Siler City, NC 27344

CONTACT

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THANKS FOR HAULIN'

www.haulinSAS.com



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Broker Agent Information

Off Site Or On Site Office

SAS Transport Company Email With Access To All Available
SAS Transport Loads

Free Business Cards

Access To SAS Transport Dispatch Program

Access To Our Load Board Accounts

Carrier Qualification Team *(If Needed)*

BOL/POD Mailed Directly To Our Office **AND**
SAS Transport Handles All Billing/Collecting Procedures
(No Time Wasted Or Hassles For The Agent, Book The Load and Be Done)

70% Commission Split On Any SAS Transport Load Covered *(Your
Customer Or Previous SAS Transport Customer - No Minimum Or Quota)*

50% Commission If Experienced Agent Without A Customer

Paid Weekly On Processed BOLs

Contact Anthony For More Information Or Contract Request

THANKS FOR HAULIN'

www.haulinSAS.com



WORK EXPERIENCE (Most Recent First)

Employer	Telephone Number () -	From (Month/Year)
Address		To (Month/Year)
Job Title	Number Employees Supervised	Hours Per Week
Specific Duties (Maximum 1000 characters)		Last Salary
		Supervisor
		Reason For Leaving
May We Contact This Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Employer	Telephone Number () -	From (Month/Year)
Address		To (Month/Year)
Job Title	Number Employees Supervised	Hours Per Week
Specific Duties (Maximum 1000 characters)		Last Salary
		Supervisor
		Reason For Leaving
May We Contact This Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Employer	Telephone Number () -	From (Month/Year)
Address		To (Month/Year)
Job Title	Number Employees Supervised	Hours Per Week
Specific Duties (Maximum 1000 characters)		Last Salary
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May We Contact This Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		
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Specific Duties (Maximum 1000 characters)		Last Salary
		Supervisor
		Reason For Leaving
May We Contact This Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		

I certify the information contained in this application is true, correct, and complete. I understand that, if employed, false statements reported on this application may be considered sufficient cause for dismissal.

Signature of Applicant _____ Date _____

Interviewer's Comments:

TRANSPORTATION SERVICES AGREEMENT

SAS TRANSPORT, LLC ("SAS") and _____, an independent service representative ("ISR") hereby enter into this Transportation Services Agreement (the "Agreement") and agree as follows:

WHEREAS, SAS is a broker with operating authority from the Federal Motor Carrier Safety Administration (the "FMCSA"); and

WHEREAS, ISR has experience in selling transportation and logistics services; and

WHEREAS, SAS desires to contract with ISR, as an independent contractor, to sell transportation and logistics services exclusively on behalf of SAS, subject to the terms and conditions of this Agreement.

NOW THEREFORE, SAS and ISR agree as follows:

- 1.0 **Scope of the Agreement.** The parties agree that ISR, as an independent contractor, shall sell transportation and logistics services that SAS shall approve under its FMCSA broker authority.
- 2.0 **Accounts.** Simultaneously with the execution of this Agreement, ISR shall complete Exhibit "A", which is a listing of accounts (the "Accounts") with which ISR has done business prior to the date of this Agreement. ISR shall have the right to solicit these Accounts' transportation needs exclusive of section 12.0 of this Agreement.
- 3.0 **Term.** The effective date hereof is that stated in section 17.0 and this Agreement will continue in effect until either party gives the other party fifteen (15) days prior written notice of termination. Upon termination, ISR understands and agrees that SAS shall notify all carriers and customers that ISR is no longer selling the services of SAS.
- 4.0 **Duties, Obligations, and Responsibilities of ISR.** As part of the consideration for the compensation that ISR is to receive hereunder, ISR agrees as follows:
 - 4.1 To devote his/her exclusive time and best efforts to market and sell SAS's transportation services to existing and potential customers, subject to the terms of section 2.0, and to use his/her best efforts to promote and protect SAS's name, reputation, and business;

- 4.2 To arrange for the pick-up and delivery of all freight using FMCSA-licensed carriers that SAS has previously approved, or alternatively, with prior consent from SAS, from carriers that sign a transportation agreement with SAS, provide a signed W-9 tax form, and provide proof of FMCSA motor carrier authority, liability insurance (in at least the minimum amounts required by law) and motor truck cargo legal liability insurance coverage (with limits of at least \$100,000);
- 4.3 To prepare or cause the preparation of bills of lading and any other necessary paperwork on all transportation subject to this Agreement on forms that SAS will provide;
- 4.4 To input into SAS's computer system, as trained to do so, all required information for each shipment and to immediately remit to SAS any funds ISR may receive directly from customers;
- 4.5 To comply with SAS's credit policies and procedures and to impose cash-only or advance payment terms on any account that SAS identifies as not creditworthy or delinquent, until further written notice from SAS;
- 4.6 To obtain the prior written approval of SAS before accepting to arrange any shipments that would expose SAS to excessive liability, including, without limitation, C.O.D. shipments, special-permit shipments, over-dimensional shipments, overweight shipments, or shipments valued in excess of \$100,000;
- 4.7 To comply with all federal, state, and local laws, rules, and regulations, as well as SAS's tariffs, rules, policies, and procedures, as SAS may amend the same from time to time, including, without limitation, SAS's established rates and charges, unless SAS may otherwise agree in writing; and
- 4.8 To assist SAS in the investigation and reporting of any claims or accidents.

5.0 **Duties and Obligations of SAS.** In order to facilitate ISR's performance under this Agreement, SAS agrees to provide ISR with a log-in that allows ISR to access SAS's transportation services computer network in order to assist with ISR's servicing of the accounts, at no cost to ISR.

6.0 **Compensation.** SAS Transport, LLC has two commission based compensation programs. Commissions are paid after SAS receives a BOL/POD from the carrier, confirming delivery, without overages, shortages, damages or cargo claim related issues.

***70% Commission.** ISR is an experienced freight broker agent and has developed a customer and carrier book of business that will be worked under this agreement with SAS. ISR will be paid 70% of the gross profit on any load on SAS's transportation management software where ISR provides a carrier for transportation.

***50% Commission.** ISR is an experienced freight broker agent, but does not have a customer or carrier book of business to be worked under this agreement. ISR will be paid 50% of the gross profit on any load on SAS's transportation management software where ISR provides a carrier for transportation. "Gross Profit" shall mean the total revenue generated on a given shipment, less all expenses, including claims and volume incentive rebates, incurred in connection with the shipment. ISR understands and agrees that its compensation may be subject to revisions if the amount is based on an error, including, without limitation, accounting errors, misquotes, or intentional overpayment to the carrier. Compensation due under this paragraph shall be subject to the account not having exceeded its credit limit, as set by SAS.

During the term of this Agreement, SAS shall pay ISR, as sole and full compensation, commissions according to the commission schedule attached hereto as Exhibit "B," which is incorporated herein by reference. SAS may unilaterally make changes to the commission schedule and structure by giving ISR thirty days prior written notice of any such changes. SAS shall have the right to withhold commissions pending resolution of any claim for loss, damage, or delay to cargo. If SAS were to refund any freight or other charges for any reason, then ISR will promptly refund all commissions received on account of such freight or other charges, or otherwise agree to a credit against other commissions due from SAS. ISR shall refund to SAS any commissions that SAS has determined that it paid to ISR in error. SAS has the right to off-set any debt or liability of ISR, including overpayments by SAS, against sums otherwise due or becoming due to ISR by SAS under this Agreement. No interest shall accrue or become payable to ISR on commissions payable by SAS to ISR.

7.0 **Insurance.** If ISR has employees, ISR shall have in place for them workers' compensation and employer's liability insurance in the minimum amounts that the applicable law requires. ISR agrees to name SAS as an "alternate employer" on said insurance and to provide SAS with a certificate of insurance providing for thirty days prior written notice to SAS in the event of the insurance coverage's modification or cancellation.

8.0 **Exclusivity of Agreement.** ISR recognizes and agrees that he/she shall perform his/her duties under this Agreement as an independent contractor, exclusively for SAS. In the event ISR performs a similar service for its own benefit or for the benefit of a third party during the term of this Agreement, or if ISR breaches the provisions of section 12.0, then ISR shall pay SAS one hundred percent (100%) of the gross profit, as defined in

section 6.0, generated by said services. During the term of this Agreement and for a period of one year thereafter, SAS shall have the right to audit ISR's books and records to ensure its compliance with the terms of this Agreement, including, without limitation, the requirement that ISR perform its duties hereunder exclusively on behalf of SAS.

9.0 **Claims.** SAS and ISR shall be responsible for the processing of all claims for loss of or damage to freight. Upon SAS's request, ISR agrees to assist in the investigation of any claims for loss or damage under this Agreement.

10.0 **Indemnification.** ISR shall indemnify and hold harmless SAS, its officers, and employees from any loss, damage, cost, or expense, including, without limitation, reasonable attorneys' fees which SAS may incur arising from any acts or omissions, negligent or otherwise, of ISR or its employees or agents, in performing or failing to perform any of the services or duties under this Agreement.

11.0 **Independent Contractor Relationship of the Parties.** ISR understands and agrees that the parties' relationship under this Agreement is one where ISR is an independent contractor of SAS and nothing contained herein shall be construed so as to create an employer-employee relationship, agency relationship, franchise arrangement, partnership, or joint venture. ISR understands and agrees that neither ISR nor its employees or agents shall be deemed employees of SAS. ISR shall be solely responsible for the direction and control of its employees, and shall be solely responsible for any compensation due said employees, the withholding of any state and federal taxes, social security taxes, similar salary deductions, and provision for any required health or other insurances. Furthermore, ISR shall be solely and exclusively liable for all claims, including workers' compensation claims, acts, and conduct of its employees and agents.

12.0 **Covenant to Protect Business.**

12.1 **Confidentiality Provision.** ISR acknowledges and agrees that SAS has expended and expends significant time and money on promotion, advertising and the development of good will and a sound business reputation. SAS has accumulated confidential information relating to its existing and prospective customers that is a valuable, special and a unique asset of SAS's business. ISR further acknowledges and agrees that it will have access to and be entrusted with confidential information relating to SAS's business, including, but not limited to, customers, key contacts, SAS's sales agencies, SAS's target market, specialized or customized services offered to its target market, pricing, contracts with customers,

contractors and suppliers, computer operations and software, proprietary manuals and related matters or information that derives independent economic value, actual or potential, and which are of unique value in the conduct, growth and success of SAS's business. ISR agrees to treat SAS's information as "confidential" or "trade secret" if, under the circumstances, ISR knows or has reason to know that SAS intends to keep that type of information confidential. ISR further agrees during and after the term of this Agreement not to copy, disclose or use any of SAS's confidential information in any way that is detrimental to SAS. Additionally, because use or disclosure of SAS's confidential information in any future employment would be inevitable, it is ISR's burden to prove that he/she is not using confidential information in any future employment in any capacity by any third party involved in any way with a logistics or transportation operation.

12.2 SAS Computer System. SAS's computer system and electronic files, databases, information, and communication capabilities (collectively, the "SAS Computer System") are the exclusive property of SAS, which is providing access thereto to ISR for the sole purpose of fulfilling the obligations of this Agreement. Notwithstanding the foregoing, if ISR were to use the SAS Computer System to send, receive, or store any personal information, then ISR understands and agrees that it would do so without any expectation of privacy. Furthermore, any use or access of the SAS Computer System for any purpose detrimental to SAS is strictly prohibited and will result in SAS's pursuing of all available legal and equitable remedies.

12.3 Non-Solicitation Agreement. It is an express condition precedent to SAS's entry into this Agreement that ISR agrees that during the term of this Agreement and for a period of twelve months following its termination that ISR shall not:

12.3.1 Directly or indirectly solicit, sell, or render services to or for the benefit of any corporation, business, or firm that competes with SAS in providing or arranging transportation or logistics services to any customer/client of SAS or prospective customer client with whom SAS, or one of its sales agents has had contact, whether verbal or written, within the preceding six-month period;

12.3.2 Cause or attempt to cause any customer or vendor of SAS to divert, terminate, limit, or in any manner modify or fail to enter into any actual or potential business relationship with SAS, including but not limited to the award of 'lanes' from a customer that may be common to SAS and ISR, if any, pursuant to Exhibit A; or

12.3.3 Cause or attempt to cause any agent or other employee of SAS to divert, terminate, limit, or in any manner modify or fail to enter into any actual or potential business

relationship with SAS. Notwithstanding the foregoing, this Non-Solicitation Agreement does not restrict ISR's ability to provide or arrange transportation or logistics services to the Accounts set forth in Exhibit "A." ISR understands and agrees that the restrictions contained in this section shall apply whether the termination of this Agreement is voluntary or involuntary. ISR further understands and agrees that the restrictions contained in this Agreement are reasonable and shall survive the termination of this Agreement. Furthermore, ISR agrees to provide any new employer or other person or entity with which ISR enters into a business relationship, before accepting employment or entering into a business relationship, with a copy of this section. The provisions of section 12.0 shall survive the termination of this Agreement.

13.0 **Remedies for Breach.** ISR understands and agrees that any breach of section 12.0 of this Agreement would cause SAS irreparable harm that monetary damages could not fully remedy. Accordingly, ISR agrees that SAS shall, in addition to all relief under law or in equity, be entitled to injunctive relief in the event of a breach or threatened breach of this Agreement, without bond or security and irrespective of the availability of damages. ISR further agrees SAS shall be entitled to recover its costs of litigation, including reasonable attorneys' fees, which SAS may incur in enforcing this Agreement.

14.0 **Separate and Divisible Covenants.** The covenants contained in section 12.0 are separate and divisible and if, for any reason, any one or more thereof shall be held to be invalid or unenforceable, in whole or in part, then the parties agree that the same shall not be held to affect the enforceability of any other covenant in this Agreement. In the event of conflict between this Agreement and any compulsory applicable law as to the terms and periods stated in section 12.0, the maximum terms and periods permitted by the applicable law shall determine the validity of each such provision.

15.0 **General Provisions.**

15.1 In the event of any infringement of, or challenge to ISR's use of the name "SAS Transport, LLC", "SAS Transport & Logistics, LLC" and the domain "haulinsas.com", ISR shall notify SAS immediately. ISR shall not contest, directly or indirectly, SAS's ownership, title, right, or interest in the name "SAS Transport, LLC" or the domain "haulinsas.com" or contest SAS's sole right to register, use, or license others to use that name.

15.2 This Agreement is the parties' final expression and entire agreement arising out of or in any way relating to its subject matter. This Agreement sets forth the parties' entire understanding and it supersedes any contemporaneous and prior oral or written understandings and agreements that arise out of or are in any way related to the subject matter of the Agreement. This Agreement shall be binding upon and

inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each party.

15.3 ISR represents and warrants that neither ISR nor any of its principals are under any restriction, contractual or otherwise, to any present or former client, employer, business entity or person, which would prevent or restrict ISR in any manner whatsoever from performing under this Agreement.

15.4 Neither party may assign or transfer any right or obligation under this Agreement without the prior written consent of the other party. The parties understand and agree that there are no third-party beneficiaries of this Agreement.

15.5 In the absence of prior written approval, the parties understand and agree that neither has the authority to bind or make contracts on behalf of the other.

15.6 This Agreement and the parties' relationship shall be construed under the laws of the State of North Carolina, without regard to its conflicts-of-law rules. The parties agree that all claims or disputes hereunder or questions arising out of or in any way relating to the Agreement shall be determined only in the state courts located in Chatham County, North Carolina to the exclusion of all other courts, and the parties further agree to submit to the personal jurisdiction of the aforementioned courts and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

15.7 A waiver of any right by either party will not constitute a waiver of such right on any subsequent occasion.

16.0 Counterparts. The parties may sign this Agreement in counterparts, and each signed counterpart shall become part of the final Agreement and shall have the same force and effect. A copy of any signature on a signature page, including, without limitation, a facsimile or scanned electronic copy, shall be as valid and binding as an original signature.

17.0 Effective Date. This Agreement shall become effective when all parties have signed the same. The date this Agreement is signed by the last party to sign it-as indicated by the date associated with that party's signature-shall be deemed the date of this Agreement.

(Signature Page Follows)

SAS TRANSPORT, LLC

By: _____

Name: _____

Title: _____

ISR

Name Printed: _____

EXHIBIT "A"

From Transportation Services Agreement Section 2.0: Outlined below is a list of accounts in which ISR has done business prior to the date of this Agreement. ISR shall have the right to solicit the Accounts transportation needs and the Accounts shall not be subject to section 12.0 of this Agreement.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Exhibit "B"